

Exhibit 374

PART 31

United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.
v. Dey, Inc., et al., Civil Action No. 05-11084-PBS

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

3. **SELL THE COLLATERAL.** Secured Party shall have full power to sell, lease, transfer, or otherwise deal with the collateral or proceeds thereof in its own name or that of Debtor. Secured Party may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time after which any private sale or any other intended disposition of the Collateral is to be made ten (10) days before the time of the sale or disposition. All expense relating to the holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Commercial Security Agreement and shall be payable on demand, with interest at the Note rate unless payment of interest rate permitted by applicable law from date of expenditure until repaid.
4. **APPOINT RECEIVER.** To the extent permitted by applicable law, Secured Party shall the following rights and remedies regarding the appointment of a receiver: (a) Secured Party may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Secured Party and may serve without bond, and (c) all fees of the receiver and his or her attorney shall become part of the Indebtedness secured by this Commercial Security Agreement and shall be payable on demand, with interest at the Note rate unless payment of interest at that rate would be contrary to law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from date of expenditure until paid.
5. **COLLECT REVENUES, APPLY ACCOUNTS.** Secured Party, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Secured Party may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order or preference as Secured Party may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Secured Party may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclosure, or realize on the Collateral as Secured Party may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Secured Party may, on behalf of and I the name Debtor, receive, open and dispose of mail address to Debtor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Secured Party may notify account debtors and obligors on any Collateral to make payments directly to Secured Party.
6. **OBTAIN DEFICIENCY.** If Secured Party chooses to sell any or all of the Collateral, Secured Party may obtain a judgment against Debtor for any deficiency remaining on the Indebtedness due to Secured Party after application of all amounts received from the exercise of the rights in this Commercial Security Agreement. Debtor shall be liable for a deficiency even of the transaction described in this subsection is a sale of accounts or chattel paper.
7. **OTHER RIGHTS AND REMEDIES.** Secured Party shall have all the rights and remedies of a secured creditor under the provision of the Uniform Commercial Code, as may be amended from time to time. In addition, Secured party shall have and may exercise any or all rights and remedies it may have available at law, in equity, or otherwise.
8. **CUMULATIVE REMEDIES.** All of Secured Party's rights and remedies, whether evidenced by this Commercial Security Agreement or the Related Documents or by any writing shall be cumulative and may be exercised singularly or currently. Election by secured Party to pursue any remedy shall not exclude pursuit of

any other remedy, and an election to make expenditures or to take action to perform an obligation of Debtor under this Commercial Security Agreement, after Debtor's failure to perform, shall not affect Secured Party's rights to declare default and to exercise its remedies

This statement, upon presentation to the filing officer, is considered to be **FILED FOR RECORD** in accordance with Colorado, Title 4 CRS, U.C.C. § 9-401 AND § 9-403(1).

This document was executed on June 17, 1977 and signed and Notarized on 12-23-08.

Without Prejudice UCC-1-308, UCC 1-103.6
Authorized Representative, Attorney-In-Fact
Without Recourse-all Rights Reserved



MICHAEL TODD RICKS-849816
DEBTOR signature & Organization ID No.

Michael Todd Ricks-Bey
Secured Party signature

The Secured Party accepts the DEBTOR'S and Principal's signature in accord with Colorado, CRS 4 § 1-201(39), 3-401, 3-415 and accepts for valve this Commercial Secured Agreement.

Without Prejudice UCC-1-308, UCC 1-103.6
Authorized Representative, Attorney-In-Fact
Without Recourse-all Rights Reserved



MICHAEL TODD RICKS-849816
DEBTOR signature & Organization ID No.

Michael Todd Ricks-Bey
Secured Party signature

INDIGENOUS WASHITAW MOORISH AMERICAN: U.S. 923/1802 & U.N. IPO 215/93

U.S. NON-CITIZEN AMERICAN NATIONAL AND NON-RESIDENT ALIEN UNITED STATES LAWS AFFIRMING RIGHT TO CITIZENSHIP AND NATIONALITY

15 Stat. 223-224 (1868); R.S. §1999, 8 U.S.C. §800 (1940); United States v. Cruikshank, 92 U.S. 542 (1875.) American/ U.S.A. National 54 Stat. 1137, Section 101(a)(3)&(38), Section (a)(21)-(22). [PL 94-241; 90 Stat. 623, at Section 3; 100 Stat. 843, August 27, 1986]. The Nationality Act of 1940, 8 U.S.C. Section 1101(21); [U.S. Non-Citizen] 8 U.S.C. 1452(b)(1)(2) & 8 U.S.C. 1502(a), Section 1452(a)(b) &(c); PL 99-396, 16(c), 26 C.F.R. §7701(11), 39 F.R.52 (March 14, 1974); 26 C.F.R. § 301.6109(a); 26 U.S.C. § 3402(n)-1, 26 C.F.R. § 31.3402(n)-1, 26 C.F.R. § 3402(f)(2)-1, 26 C.F.R. §1.1441-3. [Non-Resident Alien] [8 Stat. 200, Article III & VI (1803)] Washitaw de Dugdyahmoundyah

Illinois Tax Exemption E 9939-0647-01
IRS: Exception 17053-290-74400-4
Moorish Science Temple EIN 56-2473981

[Non-Resident Alien] [8 Stat. 200, Article III & VI (1803)]
Louisiana Treaty of 1803 [8 Stat. 200, Article III & VI]
In-Care-Of: Washitaw Nation of Muurs, Illinois

TO ENSURE THAT THE RIGHTS OF SOVEREIGN TRIBAL GOVERNMENTS ARE FULLY RESPECTED

The United States Government has a unique legal relationship with the Native American tribal governments as set forth in the Constriction of the United States, treaties, statutes, and court decisions [U.S. Land Grant No. 923 in the name of "the Washitaw," Spanish Certificate of June 20, 1779; Plan. 1518; Register No. 3, April 12, 1802]

RE: U.S. Government to Indigenous Government Relations
A Directive Superseding Previous Treaty Authority
Executive Memorandum of April 29, 1994
Signed by President Bill Clinton

- Purpose: To clarify our responsibility to ensure that the Federal Government operates within a government-to-government relationship with federally recognized Native American tribes . . . working relationship reflecting respect for the rights of self-government due the sovereign tribal governments.
- Principles:
- (a) The head of each executive department and agency shall be responsible for ensuring that the department or agency operates within a government-to-government relationship with federally recognized tribal governments.
 - (b) Each executive department and agency shall consult, to the greatest extent practicable and to the extent permitted by law, with tribal government prior to taking actions that affect federally recognized tribal governments. All such consultations are to be open and candid so that all interested parties may evaluate for themselves the potential impact of relevant proposals.
 - (d) Each executive department and agency shall take appropriate steps to remove any procedural impediments to working directly and effectively with tribal governments on activities that affect the trust property and/or government rights of the tribes.
 - (f) Each executive department and agency shall apply the requirements of Executive Orders Nos. 12875 ("Enhancing the Intergovernmental Partnership") and 12866 ("Regulatory Planning and Review") to design solutions and tailor Federal programs, in appropriate circumstances, to address specific or unique needs of tribal communities.

MICHAEL TODD RICKS-BEY

Print Name: U.S.A. American and Washitaw National
Indigenous Washitaw-Nationals, U.N. #215

Michael Todd Ricks-Bey
Sovereign Washitaw, Without Recourse: 8 USC 1408; 15 Stat 223
UCC 1-308 and UCC 1-103.6; 28 CFR 16.4(d); 28 USC 1746(1)

A CESTUI QUE TRUST-INDENTURE AGREEMENT BETWEEN SOVEREIGN PRIVATE PARTIES
U.S. Land Grant No.: 923 [Certificate: June 20, 1779; Plan No. 1518; Register No. 3, April 12, 1802]

Louisiana Treaty of 1803 [8 Stat. 200, Article III & VI]

Moorish Science Temple EIN: 56-2473981

Congressional Act Bill No.:	252	April	10,	1816.	14 th Congress
Congressional Act Bill No.:	253	February	10,	1817.	14 th Congress
Congressional Act Bill No.:	325	December	12,	1820.	16 th Congress
Congressional Act Bill No.:	329	January	22,	1821.	16 th Congress

LEGAL NOTICE: FEDERALLY PROTECTIVE RIGHTS
DENIAL OF CONSTITUTIONAL RIGHTS UNDER COLOR OF LAW
[PL 93-579 SECTION 7, 5 U.S.C.A. §552(a); 18 U.S.C. §241 & §242; 42 U.S.C. §1983 & §406.8]

JURAT/VERIFICATION

Washitaw Nation of Muurs)
 united States of America)
 Republic of Colorado) SS VERIFIED DECLARATION
 County of Kit Carson)

I, Michael Todd Ricks-Bey®, Declaration herein, one of the Private People in the Washitaw Nations of Muurs, De Dugdh Mound Ya and Commonwealth of Virginia Republic, one of The United States, of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Colorado Republic, that Declarant is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief, made voluntarily and intentionally for the purpose stated.

As a Notary Public for said County and State, I do hereby certify that on this 23rd day of December 2008, that A Natural Person whose Indigenous name is Michael Todd Ricks-Bey®, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal:

*Without Prejudice UCC-1-308, UCC 1-103.6
 Authorized Representative, Attorney-In-Fact
 Without Recourse-all Rights Reserved*

TS/ Michael Todd Ricks-Bey
 Authorized Representative, UCC 3-402 (b)(1)

Gloria Lamle
 Notary Public

My Commission Expires: 12/04/2010



Seal



NOTE: Using a Notary on this document or any other document does not constitute any adhesion contract, nor does it alter my status in any manner. The purpose for Notary is verification and identification only and not for entrance into any foreign jurisdiction, a benefit for the Pagans and Heathens so they whom I pray may become knowledgeable in the truth for the Law by our Holy Father and repent, so they will no longer be alienated from their true God-Allah.

COMMON LAW COPYRIGHT NOTICE

Common Law Copyright Notice: All rights reserved regarding common-law trade-name/trademark, "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®" as well as any and all derivatives and variations in the spelling of said trade-names/trademarks – Copyright 1977, A.D., by Michael Todd Ricks-Bey®. Said trade-names/trademarks, ©, may neither be used nor reproduced neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Michael Todd Ricks-Bey® as signified by the blue-ink signature of Michael Todd Ricks-Bey®, hereinafter, 'Secured Party'. With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade name/trademark, nor common law copyrighted described herein, nor any derivative of, nor any variation in the spelling of, said name without the prior, express written consent and acknowledgement of Michael Todd Ricks-Bey® as signified by the blue-ink signature of Michael Todd Ricks-Bey®. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of: "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®", and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a Surety, for the purported debtor, i.e. "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®", nor for any other Juristic Person, and is so-indemnified and held harmless by Debtor, i.e. "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®", in Hold-Harmless and Indemnity Agreement Number HHI-102420042883-MTRB, dated the 17th day of June, 1977, A.D., against all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, cost, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever.

**SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT
IN EVENT OF UNAUTHORIZED USE**

By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User", consent and agree that ANY USE OF "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®", OTHER THAN AUTHORIZED USE AS SET FORTH ABOVE, CONSTITUTES UNAUTHORIZED USE of Secured Party's copyrighted property, and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a DEBTOR and 'Michael Todd Ricks-Bey®' is Secured Party, and signifies that User; (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each trade name/trademark used, per each occurrence of use (violation/infringement), plus triple damages plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, "MICHAEL TODD RICKS®, a.k.a. MICHAEL TODD RICKS-BEY®"; (2) authenticates this Security Agreement wherein User is debtor and Michael Todd Ricks-Bey® is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Michael Todd Ricks-Bey® is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in

COMMON LAW COPYRIGHT NOTICE

paragraph "(2)", until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)", as well as in paragraph "(2)", in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re: User's contractual obligations in favor Secured Party as set forth below under "Payment Terms" and "Default Terms", with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, irrevocable and coupled with a security interest.

User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

Payment Terms: In accordance with fees for unauthorized use of "MICHAEL TODD RICKS@, a.k.a. MICHAEL TODD RICKS-BEY@", as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice", itemizing said fees, is sent and received.

Default Terms: In event of non-payment in full of all unauthorized-use fees by User with ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)", immediately becomes property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(1)" and "(2)". User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use", that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms", irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms", User may cure User's default re: only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Michael Todd Ricks-Bey©, Autograph Common Law Copyright 1977.

COMMERCIAL OATH AND VERIFICATION

Record owner: Secured Party/creditor name autographed common-law copyright: Copyrighted Date: June 17, 1977

Executed this 17th day of June 1977

Without Prejudice - UCC 1-308, 1-103.6

Michael T Ricks-Bey
Michael Todd Ricks-Bey©, Secured Party

VERIFICATION

Washitaw Nation of Muurs)
Republic of Oklahoma) SS VERIFIED DECLARATION
County of Beckham)
United States of America)

I, Michael-Todd: Ricks-Bey©, Declaration herein, one of the Private People in the Washitaw Nations of Muurs, De Dugdah Mound Ya and Commonwealth of Virginia Republic, one of The United States, of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Oklahoma Republic and/or any "STATE OF", that Declarant is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief.

As a Notary Public for said County and State, I do hereby certify that on this 11th day of March, 2007, that Michael-Todd: Ricks-Bey©, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal:

Michael T Ricks-Bey
Michael-Todd: Ricks-Bey©, Sui Juris
Secured Party, "Moorish Inhabitant"
Holder In Due Course
Unlimited Commercial Liability
Without Prejudice UCC § 1-308



Sandy Glenn
Notary Public
My Commission Expires: 1-7-2010



NOTE: Using a notary on this document or any other document does not constitute any adhesion contract to the State. The purpose for notary is verification and acknowledgement of signer only and not for entrance into any foreign jurisdiction.